

2019-014685

Klamath County, Oregon

12/18/2019 10:59:00 AM

Fee: \$92.00

~~After Recording Return to~~

First American Title

2019-014685
2019-014685

FIRSTAM 7192-3207268

After Recording Return To:

Vanderbilt Mortgage and Finance, Inc.

500 Alcoa Trail

Maryville, TN 37804

**LOAN MODIFICATION AGREEMENT (FHA TITLE II)—CONFIRMATION OF
CHANGES TO PERMANENT LOAN PROVISIONS SET FORTH IN NOTE AND
CONSTRUCTION LOAN ADDENDUM TO NOTE, AND OTHER DOCUMENTS
ASSOCIATED WITH THE LOAN, DUE TO DIFFERENT COMPLETION DATE**

FHA CASE Number: 431-6928362-703

THIS LOAN MODIFICATION AGREEMENT (the "Loan Modification") is made this 22 day of November, 2019, and relates to (1) the note made by Clint Donald Harriger and Sarah Adina Prosser ("I," "me", "my"), as amended and supplemented by construction loan addendum to note (the "Construction Loan Addendum To Note"), each dated August 15, 2019, evidencing my indebtedness (the "Loan") to VANDERBILT MORTGAGE AND FINANCE, INC. (the "Lender") and its successors and assigns (the "Note Holder" and "Note", respectively), (2) that certain mortgage, deed of trust or security deed dated August 15, 2019, and granted to Lender, as mortgagee or beneficiary of record, and ☐ recorded in Book or Liber _____, at Page(s) _____, or ☒ identified as Document No. 2019-009377, of the Records of Klamath County, State of Oregon, and which covers the real and personal property described therein, the description of which is incorporated by reference, located at 123819 Paunina Street, Crescent Lake OR 97733 (the "Security Instrument"), and, (3), as may be applicable, Affixation Affidavit Regarding Manufactured (And Factory Built) Home and Manufactured Home Rider to Mortgage, Deed of Trust or Other Security Instrument ("Other Documents"). All terms defined in the Note, Construction Loan Addendum to Note, Construction Agreement, and the Security Agreement shall have the same meaning in this Loan Modification.

The Note, as amended and supplemented by the Construction Loan Addendum to Note, provides for:

Initial Terms of Permanent Mortgage Loan

- A Completion Date of September 30, 2019 and
- A Note with a Permanent Mortgage Date of October 1, 2019 in the principal amount of \$254,223.00, with principal and interest thereunder being payable monthly beginning November 1, 2019 and ending with a final payment due date of October 1, 2049, with interest accruing at 5.25% per annum, in the amount of \$1,403.83 each month (the "Permanent Mortgage Loan") due

to the intended improvements not having been fully completed by the Completion Date set forth immediately above, the Lender and I have agreed that the terms and provisions of my Permanent Mortgage Loan are as follows:

Changed Terms of Permanent Mortgage Loan

- A Completion Date of November 30, 2019, and
- A Note with a Permanent Mortgage Date of December 1, 2019, in the principal amount of \$254,223.00, with principal and interest thereunder being payable monthly beginning January 1, 2020 and ending with a final payment due date of December 1, 2049, with interest accruing at 5.25% per annum, in the amount of \$1,403.83 each month (the "Permanent Mortgage Loan").

Additionally, to the extent further information as to the description of the manufacture home is set forth below, such information supplements and/or amends the description of the manufactured home located or to be located on the Property as set forth in the Other Documents:

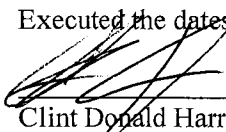
Description of Manufactured Home:

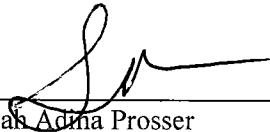
- Year Built: 2019 / Model Year: 2019
- Manufacturer's Name: CMH Manufacturing West, Inc
- Model Name or Number: 72DRM28604AH19
- Manufacturer's Serial No.: ALB038947ORAB
- Length and Width: 60 x 28
- HUD Labels: ORE548835 & ORE548836

I hereby state, confirm and agree that (i) the terms and provisions set forth immediately above have not changed since the date of my execution of the Note and Construction Loan Addendum To Note; (ii) such terms and provisions remain true and correct as of the date hereof; (iii) the interest rate under the Permanent Mortgage Loan shall commence or has commenced within sixty (60) days of the construction of the intended improvements to the property having been fully completed; and (iv) that I have entered into, and am legally obligated under, a Permanent Mortgage Loan under the above terms and provisions.

The Lender has executed this Loan Modification Agreement to evidence its consent and agreement hereto.

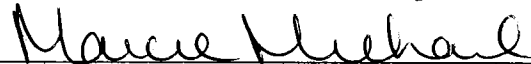
Executed the dates of notarization set forth below.


Clint Donald Harriger

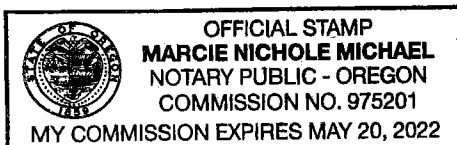

Sarah Adina Prosser

STATE OF Oregon COUNTY OF Lane

Personally appeared before me, the undersigned authority in and for the said county and state, on this 22 day of November, 2019, within my jurisdiction, the within named Clint Donald Harriger and Sarah Adina Prosser, who acknowledged that they executed the above and foregoing instrument.


Notary Public

5/20/22
My Commission Expires



Vanderbilt Mortgage and Finance, Inc. (Seal)
(Lender)

By: _____

(Signature)

Simon Hughes, Vice President
Printed Name and Title

STATE OF TENNESSEE
COUNTY OF BLOUNT

Before me, James M Massey, of the state and county mentioned, personally appeared Simon Hughes (attesting witness), with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged such person to be the V.P. (title of office) of Vanderbilt Mortgage and Finance, Inc., the within named bargainor, a corporation, and that such president or officer as such V.P. (title of office) executed the foregoing instrument for the purpose therein contained, by personally signing the name of the corporation as Vanderbilt Mortgage and Finance, Inc.

Witness my hand and seal, at office in Maryville, Blount County, Tennessee, this 9th day of Dec, 2019.

James M Massey
Notary Public

Printed Name: _____

My Commission Expires: _____

